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Attorneys for Plaintiff
R-STOR, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

R-STOR, INC., a Delaware Corporation;

Plaintiff,

v.

A-24 (Australia) PTY LTD.; an Australian
Proprietary Company;

Defendant.

CASE NO.

COMPLAINT FOR:

- 1. BREACH OF CONTRACT;**
- 2. ACCOUNT STATED (COMMON COUNT);**
- 3. OPEN BOOK ACCOUNT (COMMON COUNT);**
- 4. QUANTUM MERUIT (COMMON COUNT)**

(JURY TRIAL DEMANDED)

Plaintiff R-Stor, Inc. ("R-Stor") alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1332. The amount in controversy exceeds \$75,000.00 and there is complete diversity between the parties.

2. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391(b) in that, among other things, a substantial part of the events or omissions giving rise to the claims herein occurred in this judicial district and defendant A-24 Pty Ltd ("A-24") consented to the jurisdiction of this Court in the underlying agreements between the parties.

INTRADISTRICT ASSIGNMENT

3. Assignment to the San Jose Division of this Court is appropriate under Local Rule 3-2(e).

NATURE OF ACTION

4. This action is brought to enforce the terms of an agreement between R-Stor and A-24. A-24 agreed to make payment for cloud services it ordered from R-Stor. R-Stor provided the services but A-24 failed to fulfill its payment obligations and, as a result, R-Stor was forced to bring the present action.

THE PARTIES

5. R-Stor is a Delaware Corporation with its principal place of business in Culver City, California.

6. Upon information and belief, A-24 is an Australian proprietary company with its principal place of business in North Sydney, Australia.

FACTS UNDERLYING THE CLAIMS FOR RELIEF

7. R-Stor realleges paragraphs 1-6 as if set forth herein.

8. R-Stor is a cloud service provider.

9. Upon information and belief, A-24 is a provider of technology solutions.

10. On April 14, 2021, R-Stor and A-24 entered into the R-Stor Distributor Agreement (the "Distributor Agreement"). (A true and correct copy of the Distributor Agreement is attached as Exhibit A.)

11. On April 21, 2021, A-24 submitted Purchase Order No. A214 for R-Stor services. (A true and correct copy of Purchase Order No. A214 is attached as Exhibit B.)

12. R-Stor subsequently provided A-24 with R-Stor services.

13. On May 10, 2021, R-Stor issued Invoice No. 1168 for the services (the "Invoice"). (A true and correct copy of the Invoice is attached as Exhibit C.)

14. A-24 refused to pay the Invoice when due.

15. R-Stor is now owed AUSS\$403,200.00, not including interest, by A-24.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

16. R-Stor realleges paragraphs 1-15 as if set forth herein.

17. The parties entered into the Distributor Agreement which is a valid and enforceable contract for the purchase of R-Stor services.

18. R-Stor performed all of the conditions, covenants and obligations required of it under the Distributor Agreement except to the extent that such performance was prevented, waived or excused by A-24's conduct.

19. A-24 breached the Distributor Agreement by the acts herein alleged.

20. A-24's breaches of the Distributor Agreement have proximately caused harm and damage to R-Stor in an amount in excess of AUS\$403,200.00 to be proven at trial.

WHEREFORE, R-Stor prays for judgment as set forth below.

SECOND CLAIM FOR RELIEF

(Account Stated (Common Count))

21. R-Stor realleges paragraphs 1-20 as if set forth herein.

22. As described above, there is now owing an account stated in writing between R-Stor and A-24 in the amount of AUS\$403,200.00.

23. Neither all nor part of that sum has been paid, although demand has been made. As a result, there is now due, owing and unpaid the sum of AUS\$403,200.00, with interest as allowed by law.

WHEREFORE, R-Stor prays for judgment as set forth below.

THIRD CLAIM FOR RELIEF

(Open Book Account (Common Count))

24. R-Stor realleges paragraphs 1-23 as if set forth herein.

25. Within the past four years, A-24 became indebted to R-Stor on an open book account for money due in the sum of AUS\$403,200.00 which A-24 agreed to pay.

26. The sum has not been paid although a demand therefor has been made, and there is now due, owing and unpaid the sum of AUS\$403,200.00 with interest as allowed by law.

FOURTH CLAIM FOR RELIEF
(Quantum Meruit (Common Count))

27. R-Stor realleges paragraphs 1-26 as if set forth herein.

28. As described above, R-Stor provided services to A-24 in accordance with the Distributor Agreement and at A-24's request. A-24 promised to pay the reasonable value and accepted and used the services. R-Stor provided these services in the good faith belief it would be paid for the services. A-24, in turn, benefitted from the services. R-Stor is entitled to the fair and reasonable value of the services.

29. R-Stor requested payment for the products through the Invoice which was sent to A-24. The fair and reasonable value of the services is AUS\$403,200.00.

30. No payment has been made and there is now owing the amount of AUS\$403,200.00, with interest as allowed by law.

PRAYER FOR RELIEF

WHEREFORE R-Stor prays for judgment against A-24 as follows:

1. For damages according to proof at trial, with interest as allowed by law;
2. For pre and post judgment interest on the damages according to proof;
3. For costs of suit;
4. For such other and further relief as this Court deems just and proper.

Dated: January 26, 2023

BIALSON, BERGEN & SCHWAB
A Professional Corporation

By: /s/ Thomas A. Burg
THOMAS A. BURG
Attorneys for Plaintiff
R-STOR, INC.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff R-Stor, Inc. hereby demands a jury trial on all issues triable by a jury.

Dated: January 26, 2023

BIALSON, BERGEN & SCHWAB
A Professional Corporation

By: /s/ Thomas A. Burg
THOMAS A. BURG
Attorneys for Plaintiff
R-STOR, INC.